



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: November 20, 2018

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PBS*
Real Estate Management Division

FROM: Alex Feinman, Leasing Program Manager *WR for AF*
Real Estate Management Division

**CONTACT
PERSON:** Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

**ACTION
REQUESTED:** APPROVAL AND EXECUTION OF CENTRAL FLORIDA DISASTER
MEDICAL COALITION, INC. AND ORANGE COUNTY FIRST
AMENDMENT TO SUBLEASE AGREEMENT BY AND BETWEEN
CENTRAL FLORIDA DISASTER MEDICAL COALITION, INC. AND
ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE
REAL ESTATE MANAGEMENT DIVISION TO FURNISH NOTICES
AND EXECUTE TENANT ESTOPPEL CERTIFICATES REQUIRED
OR ALLOWED BY THE LEASE, IF NEEDED

PROJECT: Central Florida Disaster Medical Coalition, Inc. – Suddath Warehouse
101 Suddath Drive, Orlando, Florida 32806
Lease File #1030

District 3

PURPOSE: To provide expanded warehouse space for the Emergency Medical
Services Division.

ITEM: First Amendment to Sublease Agreement
Cost: \$5,625.00 per month in total rent
Size: 15,000 square feet
Term: Until December 14, 2019
Options: None

BUDGET: Account No.: 0001-060-2410-3620

APPROVALS: Real Estate Management Division
Emergency Medical Services Division

REMARKS: Central Florida Disaster Medical Coalition, Inc. (CFDMC) and Orange County entered into that certain Sublease Agreement approved by the Board dated June 16, 2015 ("Sublease"). CFDMC and Suddath Enterprises, Inc. had previously entered into that certain Lease dated November 2014 ("Master Lease"). This Sublease provided warehouse space for Orange County's use to store Orange County's Emergency Medical Services Division's People with Special Needs and Functional Needs Equipment.

Since the Sublease was signed, Orange County expanded its operations in the warehouse and now requires additional space in the warehouse. This action provides for an additional 10,000 square feet of storage space and a vehicular storage trailer and increases the rent accordingly. This action also requires CFDMC to make good faith efforts to renew or extend the Master Lease, and that County and CFDMC would negotiate in good faith to renew or extend the Sublease.

All other terms and conditions of the Sublease shall remain in effect.

CENTRAL FLORIDA DISASTER MEDICAL COALITION, INC.
and
ORANGE COUNTY, FLORIDA

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (this “**First Amendment**”) is made as of the date last executed below (the “**First Amendment Effective Date**”) and entered into by and between Central Florida Disaster Medical Coalition, Inc., a Florida not for profit corporation, (“**Sublessor**”) and Orange County, a charter county and political subdivision of the State of Florida (“**Sublessee**”).

RECITALS:

- A. Suddath Enterprises, Inc., a Florida corporation, (“**Landlord**”) and Sublessor entered into that certain Lease dated November __, 2014 (the “**Master Lease**”) for the Premises (as defined in the Master Lease).
- B. Sublessor and Sublessee entered into that certain Sublease Agreement approved by the Orange County Board of County Commissioners on June 16, 2015 (the “**Sublease**”), pursuant to which Sublessor subleased to Sublessee a portion of the Premises (the “**Demised Premises**,” as described in the Sublease).
- C. Sublessor and Sublessee acknowledge that the Sublease is set to expire on December 14, 2019.
- D. Sublessee is now in possession of the Demised Premises but has since expanded its operations to more of the Premises than the 5,000 allotted square feet in the Demised Premises.
- E. Sublessee desires and Sublessor agrees to amend the terms of the Sublease.
- F. Sublessor and Sublessee hereby confirm and ratify, except as modified below, all of the terms, conditions, and covenants in the Sublease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Definitions. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Sublease.

3. Expansion of Premises. Pursuant to the Sublease, Sublessee currently subleases 5,000 square feet of the warehouse space. As of the First Amendment Effective Date, notwithstanding anything in Section 1 of the Sublease to the contrary, the Demised Premises is hereby expanded to 15,000 square feet of warehouse space as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the “**Expanded Demised Premises**”).

4. Expansion Rent. Notwithstanding anything in Section 3 of the Sublease to the contrary, as of the First Amendment Effective Date, rent for the Expanded Demised Premises, including charges for common area, operating expenses, insurance, real estate taxes, maintenance, and utilities, shall be Sixty-Seven Thousand Five Hundred Dollars and 00/100 (\$67,500.00) per year (“**Expansion Rent**”). Rent shall be payable to Sublessor in equal monthly installments of Five Thousand Six Hundred Twenty-Five Dollars and 00/100 (\$5,625.00) in advance, on the first day of each month of the Term.

5. Extension. Sublessor shall make good faith efforts to renew the Master Lease with Landlord on or before September 30, 2019. In the event Sublessor and Landlord enter into an agreement which renews or extends the Master Lease, Sublessor and Sublessee shall negotiate in good faith to enter into an agreement renewing or extending the term of the Sublease, as applicable.

6. Effects; Conflicts. Except as set forth in this First Amendment, all other terms and provisions of the Sublease are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Sublease, the provisions of this First Amendment shall control.

7. Counterparts. This First Amendment may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(signature pages follow)

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this “First Amendment to Sublease Agreement” to be executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

Signed and delivered
in the presence of:

“Sublessor”

**Central Florida Disaster Medical Coalition,
Inc.,** a Florida not for profit corporation

Witness: David G. Nielsen

By: David L. Freeman

Printed Name: David D. Nielsen

Printed Name: David L. Freeman

Witness: Paul Urgajo

Title: CEO

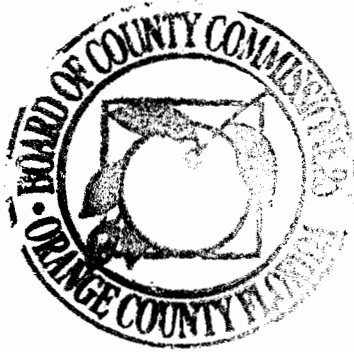
Printed Name: Paul Urgajo

Date: 11-8-18

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this “First Amendment to Sublease Agreement” to be executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

“Sublessee”

ORANGE COUNTY, a charter county and
political subdivision of the State of Florida



By: _____

Jerry L. Demings
Jerry L. Demings

Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: _____

for Deputy Clerk

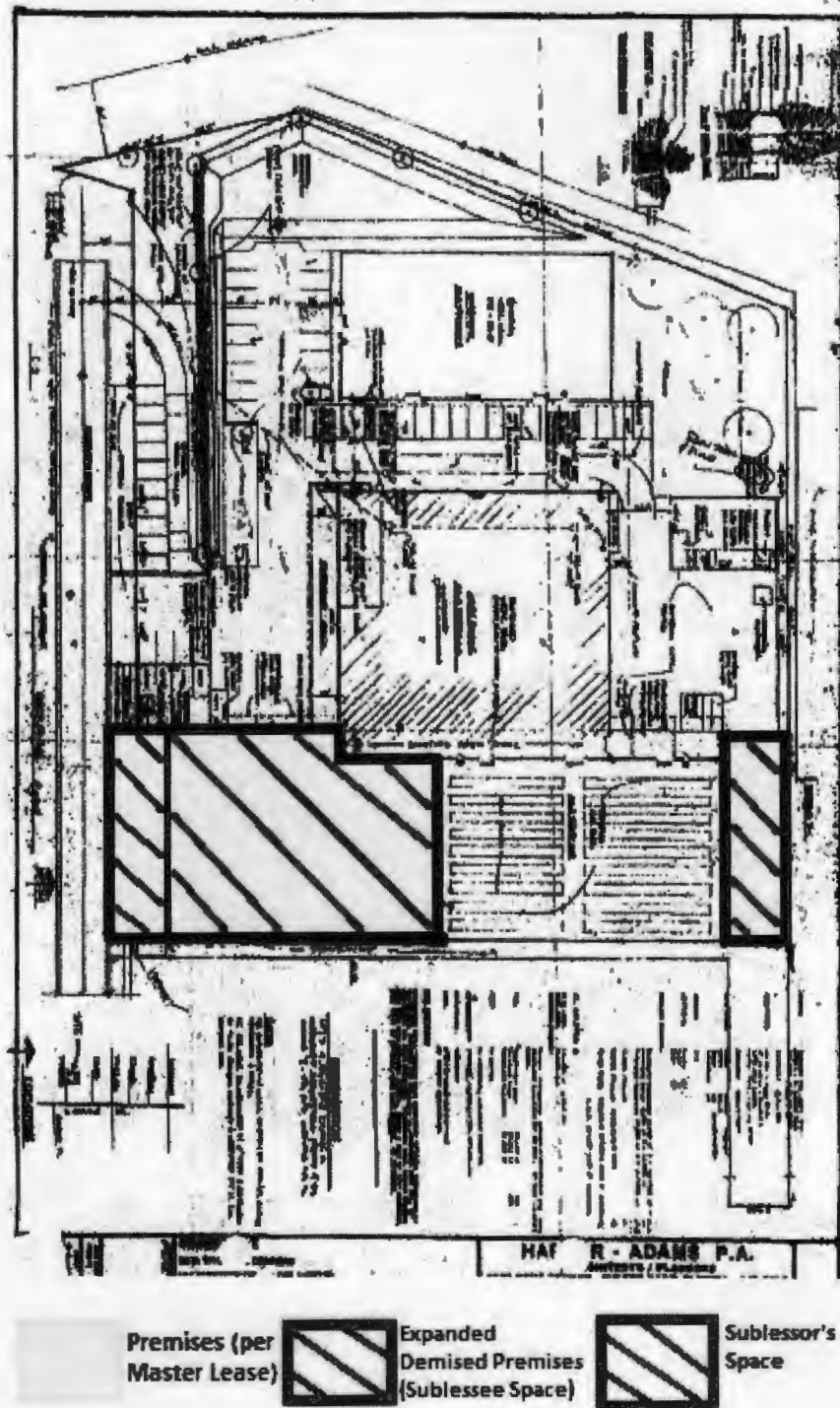
Project: Central Florida Disaster Medical Coalition, Inc. – Suddath Warehouse
Lease File #1030

EXHIBIT “A”

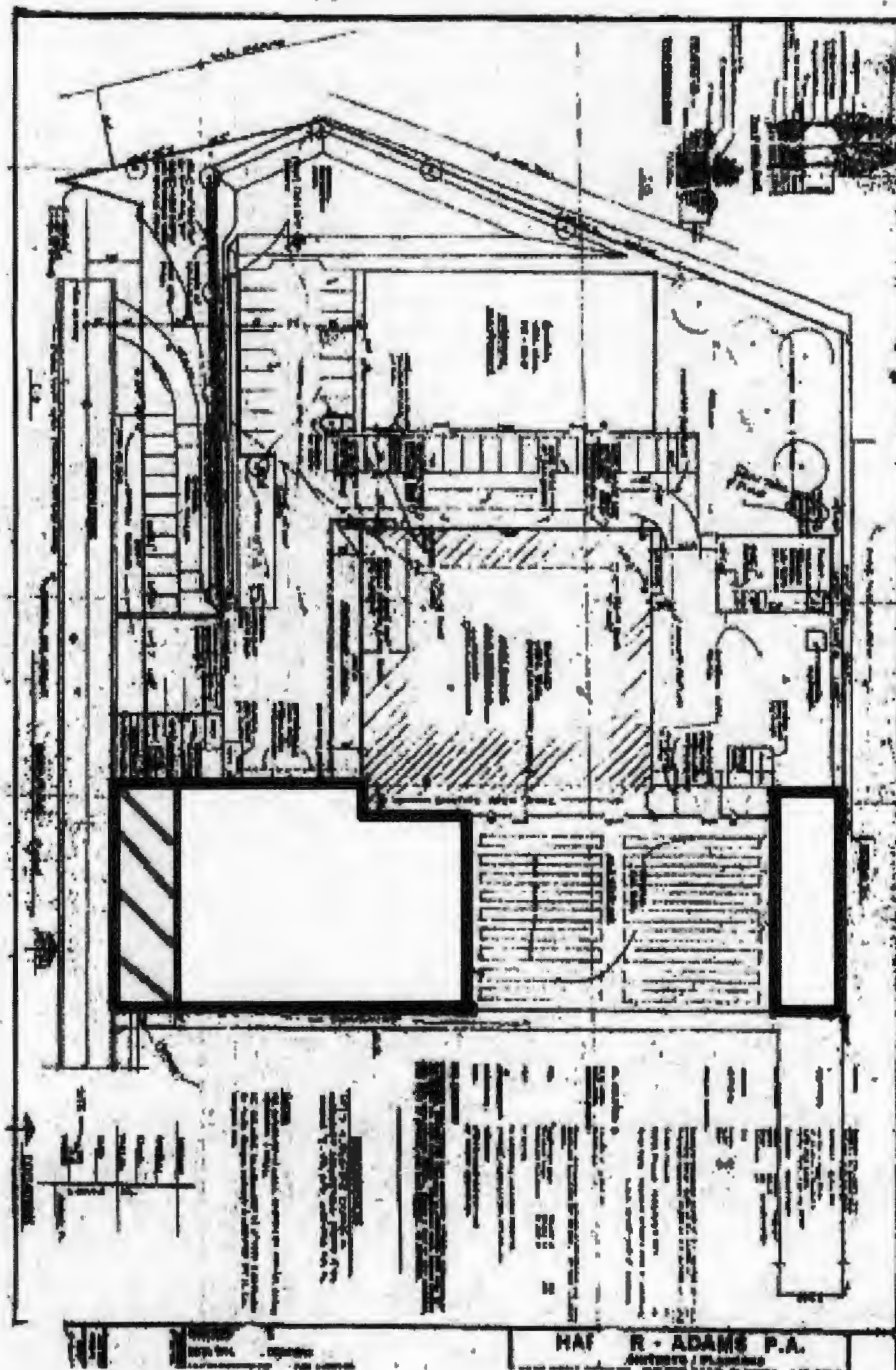
Expanded Demised Premises

(see attached one (1) instrument totaling two (2) pages)

FIRST FLOOR



SECOND FLOOR



Premises (per
Master Lease)



Expanded
Demised Premises
(Sublessee Space)



Sublessor's
Space